

OPERATIONAL SERVICES DIVISION

ONE ASHBURTON PLACE, 10TH FLOOR, ROOM 1017, BOSTON, MASSACHUSETTS 02108-1552



Request for Response (RFR)

Document Title: Landscaping and Outdoor Application Products

Document Number: FAC66

Amended January 25, 2010. All amendments are shown in red.

Please Note: This is a single document associated with a complete Solicitation that can be found on Comm-PASS. All Bidders are responsible for reviewing and adhering to all information, forms and requirements found in all tabs and related forum records for the entire Solicitation. To locate the Solicitation associated with this document, go to www.comm-pass.com, select the "Search for solicitations" link, enter the above Document Number in the "Document Number" field, and select the "Search" button. Bidders who need help regarding Comm-PASS navigation may refer to the Comm-PASS Resource Center at www.mass.gov/osd for documents and guides. Bidders may also contact the Comm-PASS Helpdesk at comm-pass@state.ma.us or the Comm-PASS Helpline at 1-888-MA-STATE. The Helpline is staffed from 7:30 AM to 5:00 PM Monday through Friday Eastern Standard or Daylight time, as applicable, except on federal, state and Suffolk county holidays.

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1 RFR INTRODUCTION AND GENERAL DESCRIPTION

1.1 Procurement Scope and Description

The purpose of this solicitation is to provide the Commonwealth of Massachusetts with a Statewide Contract(s) for the purchase of various categories of landscaping and outdoor application products in the categories listed below. Contractors may also be awarded to provide services related to the products they sell, including but not limited to soil testing to ensure proper fertilizer selection.

Bidders should also be aware that the October, 2009, Massachusetts Executive Order #515 establishes an Environmental Purchasing Policy for the Commonwealth. The policy requires all Executive Departments to reduce their impact on the environment and enhance public health by procuring Environmentally Preferable Products and services (EPPs) whenever such products and services are readily available, perform to satisfactory standards, and represent best value to the Commonwealth. EPPs are considered to be products and services that help to conserve natural resources, reduce waste, protect public health and the environment, and promote the use of clean technologies, recycled materials, and less toxic products. Bidders must agree to act in good faith to assist the Commonwealth in the implementation of the Environmental Purchasing Policy by promoting the sale of EPPs, limiting the sale of non-EPPs (when requested by the PMT) and/or by other means to be negotiated during the life of the contract.

1.2 Number of awards

Bidders may bid in one or more of the product categories represented in this RFR. The PMT plans to make multiple contract awards as follows:

| Category # | Category Name | Statewide Awards | Regional Awards (per region) |
|------------|--|------------------|------------------------------|
| 1 | Seeds for Golf Courses & Athletic Fields | Up to 1 | Up to 1 |
| 2 | Nursery Products, Grass Seed and Sod | Up to 3 | Up to 3 |
| 3 | Mulch Products | Up to 1 | Up to 2 |
| 4 | Compost Products | Up to 1 | Up to 1 |
| 5 | Soil Aggregate Products | Up to 1 | Up to 1 |
| 6 | Fertilizers, Conventional and EPP | Up to 3 | Up to 1 |
| 7 | Pesticides | Up to 1 | Up to 1 |
| 8 | EPP Landscaping and Outdoor Application Products | Up to 5 | Up to 2 |

Over the life of the contract, the PMT reserves the right to add additional contractors (either regional or statewide) and/or related products, services in any category, or create additional categories, if it deems necessary in order to best meet the needs of the Commonwealth or to provide environmentally preferable alternatives. The PMT also reserves the right to restrict the purchase of items which do not meet the intent or specifications of the RFR, are not environmentally preferable or for which a more environmentally preferable or cost effective substitute is available during the life of the contract(s). Bidders that submitted unsuccessful statewide responses may be considered for regional awards. The list of regions is located under the "Specifications" tab in a document titled "FAC66 Contract Regions."

1.3 Eligible Entities

Eligible Entities for this contract are listed under the Issuer tab of the solicitation.

1.4 Adding Contractors after initial Statewide Contract award

If, over the life of the Contract, the PMT determines that additional Contractors should be added, these may first be drawn from qualified companies which responded to this Solicitation but were

not awarded contracts. If necessary to meet the requirements of the Commonwealth, the Solicitation may be reopened to obtain additional bids.

1.5 Acquisition Method(s)

The method of acquisition will be outright purchase. Eligible Entities will be responsible for placing their own orders and paying for any products purchased under this contract.

1.6 Contract Duration

The initial term of this Contract is one (1) year. In addition, this Contract has two (2) options to renew of up to one (1) year each with a maximum Contract term of three years (including the initial term and all possible renewal options).

1.6.1 Performance and payment time frames which exceed Contract duration

All agreements for supplying products and/or related services entered into during the duration of this Contract and whose performance and payment time frames extend beyond the duration of this Contract shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement). All such agreements shall be subject to the terms and conditions of this contract. No written agreement shall extend more than one (1) years beyond the final termination date of this Statewide Contract. No agreements for products or services may be executed after the Contract has expired.

1.7 Estimated Value of the Contract

Please refer to the "Estimated Value (US\$)" field indicated on the Summary tab for this Solicitation on Comm-PASS. Additional information on estimated annual order quantities is available on some of the cost sheets. The Commonwealth makes no guarantee that any commodities or services will be purchased from any Contract resulting from this Solicitation. Any estimates or past procurement volumes referenced in this Solicitation are included only for the convenience of Bidders, and are not to be relied upon as any indication of future purchase levels.

2 ESTIMATED PROCUREMENT CALENDAR

| EVENT | DATE |
|--|-----------------------|
| <u>Solicitation:</u> Announcement of Intent to Procure | 11/18/2010 |
| <u>Solicitation:</u> Release Date | 01/15/2010 |
| <u>Forum:</u> Start date for Bidders to submit written questions to the Comm-PASS forum (see RFR Sections 2.1-2.2) | 01/15/2010 |
| <u>Deadline:</u> RSVP for Bidders' Conference and Online Bid Submission Training. Bidders planning to attend the Bidders' Conference and/or the Online Bid Submission Training must RSVP for the meeting(s) they intend to attend. <ul style="list-style-type: none"> • For the Bidders' Conference: RSVP to Dmitriy.Nikolayev@state.ma.us with the company name and names of meeting attendees, email subject line "FAC66 RSVP" • For the Online Bid Submission Training: RSVP to comm-pass@state.ma.us with the company name and names of training attendees, email subject line "FAC66 RSVP" | 01/19/2010 3:00 PM |

| | |
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| <p><u>Meeting:</u> Physical Bidders' Conference (see RFR Section 2.3)</p> <p>Bidders are strongly encouraged to attend this meeting. Please RSVP following the instructions above.</p> <p>Location: Operational Services Division, One Ashburton Place, Room 1017, Boston, MA 02108</p> | <p>01/20/2010 11:30 AM</p> |
|--|--------------------------------|

Continued on the next page ->

| EVENT <i>(Continued from Previous Page)</i> | DATE |
|---|--|
| <p><u>Meeting:</u> Online Bid Submission Training (see RFR Section 2.4)</p> <p>Bidders are strongly encouraged to attend the scheduled training session. Please RSVP following the instructions above. State whether you will be attending one or both of the sessions (01/20/2010 and/or 01/25/2010)</p> <p>Location: OSD Training Room, One Ashburton Place, Room 1017, Boston, MA 02108</p> <p>Bidders may contact comm-pass@state.ma.us for additional available training dates (if any). The PMT does not accept any responsibility in the event that no such additional training dates are available between the publication of this RFR or any RFR amendment and the due date of the solicitation.</p> | <p>01/20/2010 1:00 PM-3:00 PM</p> |
| <p><u>Forum:</u> Deadline for submission of written questions (see RFR Sections 2.1-2.2)</p> | <p>10/22/2010 12:00 Noon</p> |
| <p><u>Forum:</u> Official answers published (Estimated) (see RFR Sections 2.1-2.2)</p> | <p>01/25/2010</p> |
| <p><u>Solicitation:</u> Online submission begins. Solicitation documents will not be amended after this date (the "Amendment Deadline" on Comm-PASS). (see RFR Section 5)</p> | <p>01/25/2010 12:00 Noon</p> |
| <p><u>Meeting:</u> Additional Online Bid Submission Training (see RFR Section 2.4)</p> <p>Bidders are strongly encouraged to attend the scheduled training session. Please RSVP following the instructions above.</p> <p>Location: OSD Training Room, One Ashburton Place, Room 1017, Boston, MA 02108</p> <p>Bidders may contact comm-pass@state.ma.us for additional available training dates (if any). The PMT does not accept any responsibility in the event that no such additional training dates are available between the publication of this RFR or any RFR amendment and the due date of the</p> | <p>01/25/2010 1:00 PM-3:00 PM</p> <p>(This session is similar to the one on 01/20/2010. However, attendees will be able to begin preparing their online responses. Bidders may choose to attend one or both</p> |

| | |
|---|-----------------------|
| solicitation. | sessions). |
| <u>Deadline:</u> Solicitation Close Date / Submission Deadline (see RFR Section 5) | 01/29/2010 3:00 PM |
| <u>Solicitation:</u> Announcement of awarded Bidder(s) on Comm-PASS in the Solicitation Update tab (Estimated) | 02/01/2010 |
| <u>Contract:</u> Estimated Contract Start Date | 02/01/2010 |

Times are Eastern Standard/Daylight Savings (US), as applicable. If there is a conflict between the dates in this Procurement Calendar and dates on the Solicitation's Summary tab or Forum pages, the dates on the Solicitation's Summary tab or Forum pages on Comm-PASS shall prevail. Any changes in the Estimated Procurement Calendar which are made after the RFR has been published will not result in amendments to the Estimated Procurement Calendar. Such changes will appear only on the Solicitation's Summary tab and/or related Forum pages on Comm-PASS. Bidders are responsible for checking the Solicitation's Summary tab and related Forum pages on Comm-PASS for Procurement Calendar updates.

2.1 Written questions via the Online Bidders' Forum

The Bidders' Forum or Online Forum is the opportunity for Bidders to ask written questions and receive written answers from the Procurement Management Team (PMT) regarding this Solicitation. All Bidders' questions must be submitted through the Bidders' Forum found on Comm-PASS (See "[Locating an Online Bidders' Forum](#)," below). Questions may be asked only between the "QA Start" and "QA End" dates, when the "Ask a Question" link (located in the right-hand corner above the Forum's "Question/Answer" tab) is available.

Please note that any questions submitted to the PMT using any other medium (including those that are sent by mail, fax, email or voicemail, etc.) will not be answered. To reduce the number of redundant or duplicate questions, Bidders are asked to review all questions previously submitted to determine whether the Bidder's question has already been posted.

Bidders are responsible for entering content suitable for public viewing, since all of the questions are immediately accessible to the public. Bidders must not include any information that could be considered personal, security sensitive, inflammatory, incorrect, collusive, or otherwise objectionable, including information about the Bidder's company or other companies. The PMT reserves the right to edit or delete any submitted questions that raise any of these issues or that are not in the best interest of the Commonwealth or this Solicitation.

Only written response(s) posted on a Bidders' Forum which has been "finalized" will be binding on the Commonwealth. The last entry in a Forum's Summary tab indicates whether answers are final.

2.2 Locating an Online Bidders' Forum

- Go to www.comm-pass.com.
- Select the "FORUMS" tab from the main navigation bar.
- Select the "Search for Bidders' forum" link.
- Enter the Document Number appearing on the front of this document in the "Referenced Solicitation Number" field.
- Select the "Search" Button.
- Select the search results link appearing at the top of the Search page.

- Select the view icon (eyeglasses) to access the Forum. There may be more than one Bidders' Forum for a Solicitation.

2.3 Physical (In-Person) Bidders' Conference

The Bidders' Conference is the physical conference conducted by the PMT for the purpose of informing prospective Bidders about general Solicitation information and answering questions from prospective Bidders. **All prospective Bidders are strongly encouraged to attend.** Please refer to the Solicitation and the Forum for any updated information, including the date, time, location, RSVP deadline and instructions for the Bidders' Conference.

2.4 Online Bid Submission Training

Only responses submitted electronically through Comm-PASS SmartBid will be accepted. All Bidders interested in responding to this RFR are strongly encouraged to attend a training on electronic bid submission. Please refer to the Estimated Procurement Calendar (RFR Section 2) for the date, time, location, RSVP deadline and instructions for the training.

2.5 Bid Submission

The process and requirements for bid submission are described in RFR Section 5, How to Submit a Bid Response.

2.6 Bid Evaluation

Information on the evaluation process is provided in RFR Section 4, Evaluation Criteria.

3 SPECIFICATIONS

Additional required terms appear in the Appendices to this RFR.

3.1 Bidder Qualifications

In order for a bidder to qualify for the pre-qualified list, he/she must meet (and, where applicable, submit proof with response) the following requirements:

3.1.1 Service capability

Contractors must be capable of supplying all required products in their category and be capable of delivering statewide or to all awarded regions of the Commonwealth.

3.1.2 Company experience

All Bidders must have been in business for at least three (3) years supplying products that fall into the scope of the categories they bid prior to the close date of this solicitation.

3.1.3 Returned Goods Policy

Bidders must state their return goods policy on Attachment A - Bidders Response Sheet. The returned goods policy must comply with the requirements of this RFR.

3.1.4 Warranty

Bidders must indicate their standard warranty period and describe the warranty policy on Attachment A - Bidders Response Sheet.

3.1.5 Insurance

Bidders must carry Liability (General and Auto), Property, Personal Injury and Worker's Compensation. Bidders must submit a Certificate of Insurance with their response which shows that all of the above policies are in place. The PMT will determine if the amount of insurance coverage is sufficient for this contract. If any of the above policies are not currently in place, bidders may submit a statement certifying that the policy will be in place within ten days of a contract award.

3.1.6 References and reference information and/or requirements

It is desirable that Bidders have successfully held contracts of a similar type and magnitude and have a history of good performance. All Bidders must submit a Business Reference Form listing business references for which they have supplied similar products on a similar contract within the past twenty four months and which exceeded \$5,000 annually. Bidders must submit a separate reference form for each category, with references listed being customers who actually purchased the type products specified for that category. No more than one reference per category may be from a Commonwealth of MA department. The PMT reserves the right to consider historic information and fact, whether gleaned from the bidder's response or any other source, in the evaluation process.

3.2 Product and Service Specifications

All work will be done according to the following specifications:

3.2.1 Location of Product Category Specifications

In addition to the specifications included in this RFR, this solicitation includes a separate document under the "Specifications" tab titled "FAC66 Product Category Specifications," which contains specifications pertaining to each product category specifically.

3.2.2 Agricultural Products Preference

Chapter 123 of the Acts of 2006 directs the State Purchasing Agent to grant a preference to products of agriculture grown or produced using locally grown products. Such locally grown or produced products shall be purchased unless the price of the goods exceeds the price of products of agriculture from outside the Commonwealth by more than 10%. For purposes of this preference, products of agriculture are defined to include any agricultural, aquacultural,

floricultural or horticultural commodities, the growing and harvesting of forest products, the raising of livestock, including horses, raising of domesticated animals, bees, fur-bearing animals and any forestry or lumbering operations.

3.2.3 Specification Amendments and Product Restrictions

At the inception as well as throughout the life of the contract, the PMT reserves the right to amend product specifications as well as restrict or phase out the sale of certain products in order to comply with new policies, laws and regulations; minimize human health risks; maximize environmental benefits; or in other cases in the best interest of the Commonwealth.

The following products are not allowed for sale under this contract:

- Any chromated copper arsenate (CCA) pressure treated wood products.

3.2.4 Product Standards

All products supplied under these contracts must meet all federal, state and local standards for quality and all safety requirements. Products not meeting the standards will be deemed unacceptable and returned to the contractor(s) for credit at no charge to the Commonwealth. All products delivered to Eligible Entities will be new and in unopened containers, or in a condition acceptable to the Eligible Entity. Any products that are found to be contaminated or arrive in damaged containers must be taken back by the Contractor at no charge to the Commonwealth. Material Safety Data Sheets must be provided on all chemicals at the time of delivery or upon request by Eligible Entities.

3.2.5 Containers and Labeling

All items must be packed in accordance with best commercial practice and in such a manner as to insure delivery in good condition and as specified in the purchase order. All products must be properly labeled in accordance with all federal, state and local laws or requirements. Where applicable, the shelf life must be indicated on the product. No expired products will be accepted. If products are delivered with insufficient shelf life to meet the Eligible Entity's needs, the product may be returned to the contractor for replacement with no additional charge or for a refund.

3.2.6 Alternative Products

The use of any Brand name in this RFR or its attachments is solely for the purpose of describing the standard of quality, functional features and performance standards (characteristics) desired and is not intended to limit or restrict competition. Responses will be accepted for products that are substantially equivalent to any brands/models listed. Alternative products will be considered for award if the PMT deems them equal to or better than the specified products. It is the responsibility of the bidder submitting a response for alternative products to be able to furnish manufacturer's specifications, product literature and other documentation substantiating that the products being bid are equal to or better than the products specified. In cases when an alternative product was awarded, the Eligible Entity may request a product test or trial at their facility to ascertain the equivalency. Contractors must provide a reasonable amount of product for such a test or trial free of charge.

3.2.7 General Delivery Specifications

Product delivery must be made via the contractor's vehicles or common carrier. Contractors must deliver to all areas of the Commonwealth (Statewide Awards) or to the all areas of the awarded Region (Regional Awards). All applicable specifications in this and other sections of this RFR apply not only to the Contractor but also to any carrier hired by the Contractor to deliver products under this contract.

Eligible Entities will be responsible for unloading the products delivered to their facility. However, if a product is being delivered to a remote site or facility that does not have loading docks and/or fork lifts, the Contractor may provide unloading services if requested by the Eligible Entity at a price negotiated at the time of purchase based on the products ordered.

If an instance should come up where there is no representative of the Eligible Entity is present to accept a delivery at the site, the Contractor must wait for 1 (one) hour. The Contractor should remind the Eligible Entity of the limit on wait time as it schedules deliveries.

Delivery of the wrong product or contaminated product to the Eligible Entity's facility may be grounds for cancellation of the contract, removal of the delivered product at the vendor's expense, cleaning of affected Eligible Entity equipment, and payment of Contractor and/or Eligible Entity costs associated with any resulting spills and/or emergency situations.

3.2.8 Scheduling Deliveries

The contractor will be required to deliver products within five (5) Commonwealth Business days after receipt of an order, unless otherwise mutually agreed upon by the Eligible Entity and the contractor. It is desirable for contractors to deliver products in less than five (5) days.

Some items may be emergency items which require next day delivery or delivery within three (3) days. These emergency needs would be specified by the Eligible Entity at the time of the order. In their responses, Bidders must include information on their definition of "emergency delivery" and any additional charges associated with such emergency deliveries.

The Commonwealth reserves the right to reject items delivered late. If the contractor fails to deliver within the required time, the contractor will be responsible for any cost difference incurred by the Eligible Entity if the items must be purchased elsewhere.

3.2.9 Delivery Documentation

At a minimum, a Bill of Lading or an equivalent acceptable to the Eligible Entity will be required for each delivery. In some cases, the Eligible Entity may require a Certificate of Analysis for each delivery. The specific types of information on the Certificate of Analysis must be negotiated between the Contractor and the Eligible Entity. The Eligible Entity will not incur any costs if time is needed to coordinate with the Contractor regarding delivery documentation that is either incorrect or absent upon arrival.

3.2.10 Truck Delivery Specifications

The Eligible Entity reserves the right to require a driver to present his/her Commercial Driver's license as part of delivery acceptance.

3.2.11 Security

Based on applicable security laws, regulations and policies, Eligible Entities reserve the right to require the Contractor to comply with a range of additional requirements or standard operating procedures. Contractors must comply with such security requirements at no charge to the Eligible Entity.

3.2.12 Safety Policies and Personal Protective Equipment

The Contractor must ensure that all parties involved in supplying the products to the Eligible Entity's facility observe the applicable safety policies and are trained on safe work practices, job hazards, and applicable Eligible Entity standard operating procedures.

The Contractor is responsible for ensuring the safety of their drivers and other staff by providing the necessary Personal Protective Equipment (PPE). The Eligible Entity shall not issue PPE to drivers or other Contractor staff. Whenever required, drivers and other Contractor staff must wear and have PPE in their possession.

3.2.13 Training and Compliance Assistance

The Commonwealth recognizes a wide range of environmental and health issues associated with some of the products that may be purchased under this contract. These issues include, but are not limited to their effect on the non-target environment, possible ground water contamination, extended exposure issues, acute toxicity ratings and carcinogen categorizations. Therefore, it is considered **highly desirable** for bidders to offer educational and training programs designed to increase the awareness of the varying dangers of pesticide

and related chemical usage to contract users free of charge.

It is suggested that any educational plan offered include an understanding of integrated pest management (IPM) and applicable Massachusetts regulations. Information about IPM and Regulations of the Massachusetts Pesticide Board can be found on the Department of Agricultural Resources' web page at www.mass.gov/agr/pesticides/.

To respond to this item, bidders **must** submit a summary of their educational or training program. The PMT reserves the right to reject any training or educational options offered that are not consistent with the Commonwealth's goals.

Instructors involved in the Contractors' educational and/or training programs must have sufficient experience and qualifications that will enable them to present training sessions that are meaningful and complete.

3.2.14 Emergency response plans/preparedness:

In a declared state of emergency where the safety and well being of Commonwealth citizens are at risk, contractors may be asked to supply the Commonwealth with the commodities and/or services under the Statewide Contract on a priority basis. The Bidder's Response should include the following:

Indicate whether there is a written Continuity of Operations Plan (COOP) that describes how the company will continue to do business in case of an emergency.

A list of emergency contact information including name, position/title, phone, email and cell phone. This information will not be considered in the evaluation of the Response.

3.2.15 Special Conditions

Commonwealth Facilities are smoke-free facilities, and smoking is not permitted anywhere on the grounds. Contractors must ensure that any worker or technician assigned to work at these locations is fully educated as to that facility's regulations and rules.

Some facilities (such as hospitals) will not permit any chemical containing latex to be used in certain areas due to the fact that certain individuals (patients) experience severe allergic reactions to latex based or containing products. Contractors must discuss this issue with the facility manager before using any of these products.

3.2.16 Desirable Specifications

It is **highly desirable** that Bidders provide a process for recycling and/or reusing (returnable) containers where applicable at no additional cost to the contract users. To be considered responsive to this desirable bidders must submit a summary of their reclamation program for product containers. If the bidder does not currently have a program in place for the recycling/reuse of product containers, but plans to develop one, the bidder should specify such in their response with as much detail as possible. The PMT reserves the right to reject any program for the reclamation of containers which is deemed unsatisfactory.

It is also **desirable** that Bidders:

- Offer environmentally preferable alternatives that represent less toxic products or otherwise reduce risks to the environment and public health. To receive points, bidders must submit detailed information on items being offered which meet this criterion.
- Agree to deliver goods in less than five days. To be awarded points, bidders must specify the number of days required for delivery on Response Form A
- Have over-the-counter locations within Massachusetts where Eligible Entities may purchase items. To receive points, bidders must submit a list of locations with addresses and phone numbers on Attachment A.

- Have a website with secure online ordering capabilities suitable for use by public purchasing entities. It is further desirable that such websites include an “approval” function, which allows one or more supervisors to check an online order before it is communicated to the Contractor. To receive points, Bidders must submit the description of the website ordering capabilities and ordering process.
- Offer additional discounts. Any such discounts must be specified in the Bidder’s response.
- Submit bids in multiple categories and offer the most products/variety in each product category bid. Bidders should note all products offered on the appropriate Price Sheets.

3.2.17 Soil Testing

It is **highly desirable** that sales of fertilizers be based on recent results of soil testing. Bidders in Category 6 are **required** to offer soil testing services as part of this contract, whether through their own lab or through a subcontracting agreement with a third-party lab. Labs used under the contract must be reputable, professional establishments and must possess all appropriate certifications and quality control procedures. Bidders in other categories may also offer soil testing services.

3.3 Environmental Specifications

3.3.1 Environmental plan

Beginning the first year of the Statewide Contract and throughout the life of the Statewide Contract, awarded Bidders **must** agree to work with OSD and the PMT to examine the feasibility of implementing an environmental plan. The objective of this requirement is to actively encourage suppliers to incorporate sustainable practices throughout their business operations and further market such practices to Contract users. Such a plan may include, but not be limited to, the following:

- Encouraging environmental initiatives at a corporate and/or manufacturing level for the purpose of reducing the impact of manufacturing on the environment; such as clearly identifying recycled content of packaging on the packaging, providing product life cycle assessments, working toward the elimination of ozone depleting chemical usage in the manufacturing or refining process (where applicable), and conducting internal environmental auditing related to pollution control.
- Adopting standards and/or obtain certifications, where applicable, for product development and manufacturing processes such as but not limited to LEED, ISO 14001, Cradle to Cradle (C2C) Protocol, Green Seal, Environmental Choice and others.
- Using alternative fuel vehicles for delivery or transportation purposes and/or vehicles equipped with diesel emission control devices and operating such vehicles with guidance on anti-idling initiatives.
- Working with the PMT to develop and distribute information and/or materials to Commonwealth customers on the Awarded Bidder’s environmental practices and initiatives throughout the term of the Contract.
- Developing a plan to implement the recycling of materials used or produced in normal business operations.

The PMT may award points to Bidders who provide evidence that measures and initiatives such as these are already in place within their operations, and/or for written proposals submitted with their Response detailing a commitment to action contingent upon receipt of a Contract award. (See the Additional Environmentally Preferable Products / Practices Form, part of the Attachments Document).

3.4 Compensation Structure/Pricing

3.4.1 General

Bidders **must** complete all required parts of the Price Sheets for the categories in which they are bidding in order to be considered responsive. All prices listed in the Market Basket will be based on a percentage discount off the Bidder's official price list or the manufacturer's suggested retail price, whichever is lower. Written pricing information (catalogs, price sheets or cut sheets) must be made available to Eligible Entities within 5 business days of request.

Product pricing does not include transportation. Bidders are required to provide estimated transportation rates for applicable units of measure on the price sheets for each product category. It is **desirable** that delivery be free within some range from the Bidder's facility. If transportation is provided by a third-party carrier, Contractors are not allowed to mark up transportation by more than 1%.

3.4.2 Minimum Order

No minimum order quantities will be allowed except for the **delivery** of mulch and compost. The minimum quantity purchased for the delivery of mulch or compost **must** exceed 25 cubic yards. The Contractor may agree to deliver smaller quantities of mulch or compost at a rate to be negotiated between the Eligible Entity and the Contractor at the time of purchase.

3.4.3 Market Basket Price Sheet

The Price Sheets included in this solicitation must be completed by each bidder for each region and category in which they are bidding. Prices supplied in this section will become the actual price applied to products after contract award. The Price Sheet prices submitted will be held through the initial term of the contract. The Commonwealth and individual Eligible Entities reserve the right to negotiate lower pricing at any time during the life of this contract through quoting, a reverse auction process or aggregate purchasing. Pricing will also be reviewed at each contract renewal option.

The units of measure listed on the Market Basket **may not** be changed. Changing units of measure may result in disqualification.

3.4.4 Price adjustments

All contract prices are based on a percentage discount off the Bidder's official price list or the manufacturer's suggested retail price, whichever is lower. While price lists and manufacturer pricing may change, the contract discounts will remain the same. Contractors may offer higher discounts (i.e. price reductions) based on increased volume or other factors at any point in duration of the contract. The PMT also reserves the right to negotiate such price reductions at any point in the life of the contract.

Requests for lowering the contract discounts (i.e. price increases) must be submitted prior to the contract renewal to be considered for the renewal period. Any such requests must be accompanied by documentation supporting the reasons for the requested change. The same requirement shall apply to pricing established under any product/service agreement between an Eligible Entities and a Contractor.

The Commonwealth will address price change requests by either negotiating a price change and renewing the contract at the new price or denying the requested price increase and renewing the contract at the previous contract price. The Commonwealth will be advised of and will automatically receive the benefit of any price decreases retroactive to the dates of such decreases. It is the Contractor's responsibility to notify the PMT of any such decrease.

3.4.5 Prompt Pay Discounts (PPD)

All Bidders **must** agree to offer discounts through participation in the Commonwealth Prompt Payment Discount (PPD) initiative for receiving early and/or on-time payments, unless the Bidder can provide compelling proof that it would be unduly burdensome. The PPD program

will only apply to payments (if any) made by the Eligible Entities.

Bidders must use the Prompt Payment Discount Form (part of the Attachments Document) to submit agreeable terms for Prompt Payment Discount. The PMT will review, negotiate or reject the offering as deemed in the best interest of the Commonwealth.

The requirement to offer a PPD may be waived by the PMT on a case-by-case basis if participation in the program would be unduly burdensome on the Bidder. If a Bidder is claiming that this requirement is a hardship or unduly burdensome, the specific reason must be documented in the Response.

3.4.6 Prevailing wage

Resulting contracts will not be governed by Prevailing Wage Rate Requirements unless a specific job falls under the Public Works definition (which states that anything which alters the appearance of a structure is a Prevailing Wage job). Any service which meets this criterion is subject to Prevailing Wage Rates and these rates should be obtained from the Dept. of Labor and Workforce Development (617-727-3492) on an individual basis. All employees of Contractors engaged in these activities must be paid at least these rates for any work performed under a Contract resulting from this RFR when working in a public building or on a public work.

3.4.7 Surcharges

No transportation, fuel, energy, insurance or any other surcharges will be allowed throughout the duration of the contract(s).

3.4.8 Time limited specials

Bidders **must** agree to work with the PMT to offer time limited special pricing for specific products or services as determined in consultation with the PMT.

3.5 Contractor Forms, Contracts and Other Documentation

As part of any service agreement, Contractors are prohibited from requiring Eligible Entities to sign any forms, contracts or other documentation that contains any terms or conditions not expressly approved by the PMT prior to their execution. In their responses, Bidders must include any documents they intend to ask Eligible Entities to sign for review by the PMT. Bidders must agree to modify such documents in a way that is acceptable to the Commonwealth.

3.6 Affirmative Market Program (AMP) Plan

Massachusetts Executive Order 390 established a policy to promote the award of State Contracts in a manner that develops and strengthens Minority and/or Women Business Enterprises (M/WBEs). As a result, M/WBEs are strongly encouraged to submit bid Responses to this RFR, either as prime vendors, joint venture partners or subcontractors.

All Bidders, regardless of their certification status, are required to submit a completed AMP Plan Form (part of the Attachments Document) for evaluation. It is required that Affirmative Market Program participation accounts for no less than 10% of the total points in the evaluation. Higher evaluation points may be awarded to AMP Plans that show more commitments for use of certified vendors in the primary industry directly related to the scope of the RFR, subcontracting expenditures and partnerships for the purpose of contracting with the Commonwealth.

The PMT requires Bidders to make a significant commitment to partner with certified Minority- and Women-Owned Businesses in order to be awarded a Contract. A SOMWBA-certified Bidder may not list itself as being an Affirmative Market Program Partner to its own company. In addition, a narrative statement can be included to supplement the AMP Plan Form providing further details of the AMP commitments. The submission of this narrative statement does not replace the requirement of the AMP Plan Form. Bidders must submit one form for each M/WBE AMP Relationship.

A list of certified M/WBEs is provided for Bidders' convenience under the Specifications Tab of this solicitation. Once an AMP Plan is submitted, negotiated and approved, the PMT will then monitor the Contractor's performance. Resources available to assist Prime Bidders in finding potential M/WBE partners can be found at: http://www.mass.gov/Aosd/docs/mwbe/AMP_Resources_and_Guidance.doc.

Please note that no Bidder will be awarded a Contract unless and until they agree to commit to at least one (1) of following two (2) AMP Components selected by the PMT:

3.6.1 Subcontracting:

Subcontracting is a partnership in which a SOMWBA-certified individual, business or organization has a contract or formal written agreement to provide services and/or commodities to a Commonwealth contractor.

If Bidder commits to Subcontracting in their AMP plan, then they must commit to subcontract a specific dollar amount, or a minimum percentage of dollars earned through an awarded Contract, with a SOMWBA-certified company or a company that has applied for certification. Although this is only one of several options to meet the requirements for participation in the Affirmative Market Program, Bidder's submission of subcontracting commitments may be weighted most heavily. The PMT will set timelines for progress reviews (either quarterly or semi-annually) for the purpose of compliance and tracking of submitted commitments.

For all subcontracting partnerships, Bidders are required to include a copy of the written agreement between the Bidder and the Subcontractor as part of the response.

It is desirable that Bidders engage labs, drillers and other subcontractors that are SOMWBA-certified M/WBEs.

3.6.2 Ancillary Uses of Certified M/WBE Firm(s):

Ancillary uses represent any use of a SOMWBA-certified M/WBE that is not directly related to the core services or commodity being delivered. As an example, a bidder providing counseling services who purchases office supplies or equipment maintenance from a SOMWBA-certified company is an example of an ancillary use of certified M/WBEs. Ancillary use of SOMWBA-certified companies may take place with or without a written agreement.

If a Bidder commits to Ancillary Uses of certified M/WBE Firm(s) (or companies that have applied for certification) in their AMP plan, then they must include dollar expenditure commitments for use of these firm(s) with or without the use of written commitments between the Bidder and the M/WBE Firm(s). A description of the ancillary uses of certified M/WBEs must be included on the AMP Plan Form.

For all ancillary uses of SOMWBA-certified M/WBEs, Bidders are required to include a copy of the M/WBE's SOMWBA certification letter as part of their response.

3.7 Participation in the annual OSD marketing events (STAR and EPP Vendor Fairs)

OSD hosts two annual marketing and training events to educate public purchasers on the commodities and services available on Statewide Contracts, to highlight innovative Environmentally Preferable Products and to provide marketing and networking opportunities to the business community:

The Statewide Training And Resource (STAR) Exposition takes place in the Spring (April or May) of each year, and

The Environmentally Preferable Products (EPP) Vendor Fair and Conference is conducted in the Fall (October or early November).

Both events are well attended by public purchasers representing all Commonwealth agencies, cities and towns across the Commonwealth, independent authorities, higher education and eligible

not for profit human and social service organizations. These events provide exceptional opportunities for Statewide Contractors to market directly to thousands of attendees. OSD believes that these events have significant marketing value and are extremely cost effective.

The one-day STAR event is typically held in Boston and only Statewide Contractors may be exhibitors. The cost to exhibit is approximately \$1,000. OSD believes that the STAR event is important because it provides public purchasers with an opportunity to meet over 300 Statewide Contractors at one event and receive important information on new products, services and technologies. Also, it provides Statewide Contractors with the opportunity to make and renew business relationships with existing customers and to market their business to approximately 2,000 attendees, many of whom represent potential new customers.

The one-day EPP Vendor Fair and Conference event is held in Worcester at the DCU Center. The target audience is the same as STAR but with a focus on EPPs (e.g. products made with recycled content, or those able to save energy, conserve water or other resources, reduce waste, etc.). The exhibitors are both Statewide Contractors and businesses that offer EPPs and seek to do more business with the Commonwealth. The estimated cost to exhibit is \$700. The key benefits include the opportunity for EPP vendors to showcase their companies and environmentally friendly products/services to over 1,300 attendees, and to make contacts with a host of facility and environmental managers. The PMT reserves the right to determine if a particular awarded Contractor will be considered an EPP Vendor.

Bidders may use the form titled "Participation in the Annual OSD Marketing Events (STAR and EPP Vendor Fair)," part of the Attachments Document, to indicate their willingness to participate in one or more of such marketing events. Please note that participation in these events is not required and no points will be awarded to those Bidders who commit to participate in these events. However, Bidders who indicate their willingness to participate in the STAR event and/or the EPP event in their RFR Response will be required to honor their commitments for the duration of their Contract, if awarded a Contract.

3.8 Requirements for Doing Business after a Contract Has Been Awarded

The requirements below are specific to the Statewide Contract, if any, awarded as a result of this Solicitation. Awarded Bidders (Contractors) must also comply with the requirements stated in [Terms and Requirements Pertaining to Awarded Statewide Contracts](#).

3.8.1 Minimum amount of business with this Contract

The PMT reserves the right to set minimum amounts of business conducted under the Statewide Contract which Bidders must meet in order to remain on the Contract.

3.8.2 Continued qualification based on performance

Each contractor's performance will be evaluated on an ongoing basis and will be utilized in determining whether or not to extend the contract. Eligible Entities will be surveyed as to their satisfaction with the contractor's performance under the contract. Contractor performance will also be evaluated based on the number of complaints received from Eligible Entities. A high number of unresolved complaints will result in a warning to the contractor and may lead to early termination or non-renewal of that contractor's contract. Financial reports will also be utilized to evaluate performance on an ongoing basis. Failure to submit the required reports in a timely and accurate manner may lead to early termination or non-renewal of a contractor's contract.

3.8.3 Security and confidentiality

The Contractor shall comply fully with all security procedures of the Commonwealth and Commonwealth Agencies in performance of the Statewide Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations

information, or commercial proprietary information in the possession of the Commonwealth Agency.

3.8.4 Contractor Transition

In cases where the Eligible Entity is changing Contractors, after the expiration or termination of this contract, or after the expiration or termination of any service agreement or lease established based on this contract, the Contractor must ensure the continuity of product supply and/or service needed for the Eligible Entity's operation. The Contractor must agree to work with the Eligible Entity and any other applicable organizations to schedule deliveries and other operations in a manner that would ensure that the operations of the Eligible Entity's facility are not disrupted.

3.8.5 Contract Management (Contractor's interface with Commonwealth's Contract Manager)

All Bidders are required to have an established Account Manager for this contract to be listed as the contact for the Contractor under the "Vendor(s)" tab of Comm-PASS record for this contract (if awarded). Bidders must identify this Account Manager in their responses. It is desirable that bidders have a toll free number and/or toll free access or accept collect calls from Eligible Entities for ordering purposes and to take calls regarding issues related to delivery. All personnel must be able to answer questions regarding the Commonwealth's pricing and service under the contract.

The Account Manager will be responsible for operation and administration of the contract by the Contractor. The Account Manager must respond in a timely manner and in writing unless instructed otherwise, to all information requests from DCAM's Procurement Manager(s).

The Account Manager must attend meetings at OSD, DCAM or at other sites, as requested and determined necessary by the PMT. The Account Manager will be responsible for reports required in the RFR and will serve as liaison between the Contractor and DCAM and any other Eligible Entity. The PMT may require the Contractor to remove the Account Manager from work on this contract, if in its opinion, it is apparent that the Account Manager does not deliver work that conforms to performance standards stated in this RFR or hinders effective use of the contract.

3.8.5.1 *Change notification*

The awarded contractor must notify DCAM's Procurement Manager for the contract within five (5) business days of any changes in contract management or contact information. Such changes may include changes to the Contractor's contact information, company name, legal address, payment address, tax identification number, authorized signatories, SOMWBA-certification status, or EFT information must be promptly reported via email to the Commonwealth Procurement Manager. In some cases additional paperwork will be required to effect the change. The Commonwealth is not responsible for missed communication if the Contractor has failed to update information.

3.8.5.2 *Identification and approval of subcontractors & joint ventures*

See [Subcontracting Policies](#) and the Commonwealth Terms and Conditions.

3.8.5.3 *Advertising pre-approval*

Contractors must submit all advertising literature with regards to any contract(s) resulting from this RFR, including but not limited to, brochures, catalogs, and price lists to the OSD Procurement Manager and the PMT for review and approval prior to it being provided to any Eligible Entity. Non-compliance with this requirement will result in a penalty assessment negotiated by the OSD Procurement Manager, PMT and Contractor.

3.8.6 Environmentally Preferable Products and Services

Eligible Entities and Contractor(s) may establish a preference for Environmentally Preferable Products (EPPs) and/or negotiate during the Contract term to permit the substitution or addition of EPPs to the Contract when such products are readily available at a competitive cost and

satisfy the Eligible Entity's performance needs.

3.8.7 Alternatives

Contractors may propose alternatives for equivalent, better or more cost effective performance than specified under the Contractor's original Response at any time during the life of the Statewide Contract.

3.8.8 Failure to perform contractual obligations

Problems with service quality, documentation, customer service and/or failure to adhere to the any provisions of this RFR or an Eligible Entity's standard operating procedures are grounds for any or all of the following actions.

The PMT will inform the Contractor of non-compliance with the contract. A specific period of time will be provided for the Contractor to correct the situation. If the situation has not been corrected in the allotted time period or if the problem reoccurs, the PMT may impose penalties including but not limited to the ones listed below:

- Require the Contractor to credit the Eligible Entity based on the period of time when the quality of service was unsatisfactory.
- Issue penalties, including, but not limited to the estimated cost of any remedial action incurred by the Eligible Entity.
- Suspend the Contractor until the problem is resolved.
- Cancel the contract.

The Facilities PMT will be the final decision-making body for the resolution of any conflicts between Eligible Entities and the Contractors.

3.8.9 Statewide Contract Administration Fee

3.8.9.1 Introduction

This Statewide Contract is subject to a 1% Contract Administration Fee, which is created pursuant to MGL c. 7, § 3B, 801 CMR 4.02 and the Transaction Fee section in this solicitation and/or incorporated by reference into Statewide Contracts with the Operational Services Division (OSD). The price stated in any Bidder's bid price and any Contractor's Statewide Contract shall be inclusive of this fee and Contractors shall not reflect this fee as a separate line item on customer invoices.

This fee will be based on 1% of the total dollar amounts, adjusted for credits or refunds, paid by Eligible Entities to the Statewide Contractor based on your statewide contract. Eligible entities include, but are not limited to: a) Cities, towns, districts, counties and other political subdivisions; b) Executive, Legislative and Judicial Branches, including all departments and elected offices therein; c) Independent public authorities, commissions, and quasi-public agencies; d) Local public libraries, public school districts, and charter schools; e) Public hospitals owned by the Commonwealth; f) Public institutions of higher education; g) Public purchasing cooperatives; h) Non-profit, UFR-certified organizations that are doing business with the Commonwealth; i) Other states and territories with no prior approval by the State Purchasing Agent required; and j) Other entities when designated in writing by the State Purchasing Agent. For a list of other entities that are eligible to use your specific Statewide Contract, please check the Issuers Tab for each Solicitation or Contract on Comm-PASS at www.comm-pass.com.

Note that if the 1% Administration Fee is deductible as a business expense for federal income tax purposes, it is also deductible as an expense for Massachusetts tax purposes.

3.8.9.2 Quarterly Fee Payment

For each Payment Period, Contractor shall pay to OSD a Fee equal to one percent (1%) of the

total payments (adjusted for credits or refunds) received from all Eligible Entities that have purchased from the Contractor pursuant to this Agreement. All payments will be based on full calendar quarters (Payment Periods) and must be received by OSD on or before 45 days after the last day of the Payment Period (as specified below) or a contractor will be considered in breach of contract:

| Quarter | Payment Period | Quarterly Payment Due Date |
|----------------|---------------------------|-----------------------------------|
| First Quarter | January 1st – March 31st | May 15th |
| Second Quarter | April 1st – June 30th | August 15th |
| Third Quarter | July 1st – September 30th | November 15th |
| Fourth Quarter | October 1 – December 31st | February 15th |

Quarterly payment will include any periods less than a full calendar quarter if a contract does not start at the first day of a quarter or end on the last day of the quarter.

Payments are to be made by check made payable to the “Operational Services Division, Comm. of Mass.” and mailed to: Operational Services Division, Attn: Contract Admin. Fee, One Ashburton Place, Room 1017, Boston, MA, 02108. Please include the following information in the memo field of each check: 1) “Contract Administration Fee”, 2) the Statewide Contract Number and 3) your Commonwealth of Massachusetts Vendor Code (VC) number. Please do not list social security numbers on the check. If the total Administration Fees due for the Payment and Reporting Period (see section III below) are less than \$50, a Statewide Contractor may carryover that balance to the next Payment and Reporting Period until the cumulative amount owed is \$50 or greater.

3.8.9.3 Quarterly Reporting

Contractor shall submit one Statewide Contractor Administration Fee Report for each Statewide Contract for each Payment Period, even if no payment is due for the Payment Period. The Statewide Contractor Administration Fee Report for the applicable payment period must be completely filled out and signed by the Statewide Contractor under pains and penalties of perjury.

3.8.9.4 Audit

During the term of this Agreement and for a period of six years thereafter, the Operational Services Division, its auditors, the Office of the Inspector General or other authorized representatives shall be afforded access at reasonable times to Contractor's accounting records, including sales information on any system, reports or files, in order to audit all records relating to goods sold or services performed pursuant to this Agreement. If such an audit indicates that Contractor has materially underpaid OSD, then the Contractor shall remit the underpayment and be responsible for payment of any costs associated with the audit.

3.8.9.5 Other Terms

Contractors are responsible for compliance with all other contract reporting requirements including, but not limited to, contract detailed spend, Affirmative Market Program (AMP) and other contract reports, as required by this contract.

All amounts payable by the Contractor to OSD under this Agreement that are late and not received by the due date specified shall bear simple interest from the date due until paid. The Late Payment Interest Rate is set by the Office of the State Comptroller on an annual basis and can be found by clicking on the fiscal y Statewide Contract Administration Fee

4 EVALUATION CRITERIA

Bidder scores will be used to rank Bidders and will determine which Bidders will proceed to subsequent stages of the evaluation and/or enter into negotiations with the Commonwealth to receive a Contract award.

4.1.1 Mandatory requirements

Mandatory Specifications must be met in order for a Bid to be evaluated and may be used to disqualify Bidders. In addition, certain mandatory specifications have desirable components to them that may be evaluated by the PMT. The PMT reserves the right, in its discretion, to determine if non-compliance with a Mandatory Specification is insignificant or can be easily corrected.

Solicitation sections that include terms such as: "must", "shall", "will" and "required" are "mandatory." Failure to meet the requirements of a mandatory specification without providing an alternate that is acceptable to the evaluators may result in the disqualification of a Bidder's proposal.

4.1.2 Desirable specifications

Desirable specifications will be scored according to the Evaluation Criteria. RFR specifications prefaced with language such as: "desirable", "could," "can," "should," "preferably," "prefers," "suggested," and "requested" identify a desirable or discretionary item or factor that is considered by the issuer to be "desirable." The issuer has listed all desirable specifications which will receive points in the evaluation criteria.

4.1.3 Alternatives

A Response which fails to meet any material term or condition of the Solicitation, including the submission of required attachments, may lose points or be deemed unresponsive and disqualified. Unless otherwise specified, Bidders may submit Responses proposing alternatives which provide equivalent, better or more cost effective performance than achievable under the stated Solicitation specifications. These alternatives may include related commodities or services that may be available to enhance performance during the period of the Contract. The Response should describe how any alternative achieves substantially equivalent or better performance to that of the Solicitation specifications.

The PMT will determine if a proposed alternative method of performance achieves substantially equivalent or better performance. The goal of this Solicitation is to provide the best value of commodities and/or services to achieve the goals of the procurement.

4.1.4 Evaluation Components

In making this determination, the PMT may consider and score a number of factors including:

- Affirmative Market Program Plan (minimum of 10% weight)
- Prompt Pay Discounts (PPD)
- Pricing
- References
- Other factors

The order of these factors does not generally denote relative importance. The Commonwealth reserves the right to consider other relevant factors as it deems appropriate in order to obtain a "best value" provider of energy consulting, procurement and contract management services. The Commonwealth may or may not seek additional information from vendors prior to making selection.

This RFR does not commit the Commonwealth to select any firm, award any work, pay any costs in preparing a response or procure or contract for any services. The Commonwealth reserves the right to accept or reject any or all submittals received, cancel or modify the RFR in part or its entirety, when it is in the Commonwealth's best interest to do so.

5 HOW TO SUBMIT A BID RESPONSE

All Bidders may begin creating and compiling response materials as soon as the Solicitation containing files on the Forms & Terms tab and the Specifications tab is in an OPEN Document Status. When submitting response materials prior to the Solicitation Close Date, the ability to upload documents is only available to active SmartBid account holders after the Solicitation Amendment Deadline has passed. Once the Solicitation Close Date and Time has passed, interested Bidders will be unable to submit a Response online.

5.1 Bid Response Method

Online Bid Submission via SmartBid is required to eliminate direct and indirect costs associated with the production, delivery/receipt, storage and management of traditional paper bids incurred by Bidders, the Operational Services Division, and the Commonwealth of Massachusetts. Bids submitted via the SmartBid tools also promote environmental conservation and preservation by eliminating printed materials as well as fossil-fuel consumption associated with delivery. All Bidders must submit Responses online using tools available to Comm-PASS SmartBid Subscribers only.

Comm-PASS SmartBid requires an annual subscription. To subscribe, go to www.comm-pass.com. Complete the SmartBid subscription process by selecting the JOIN tab from the main navigation bar to review subscription benefits, submit payment by credit card, and create a custom account.

Bidders who wish to claim financial hardship in relation to the \$275 annual subscription fee must email the Procurement Team Leader identified on the Solicitation's Issuer tab at least four business days prior to the Solicitation Close Date. This email must include the Bidder's gross annual income during the Bidder's most recently completed fiscal year and the reasons why the \$275 subscription fee would represent a hardship. Financial hardship claims will not be considered for Bidders whose gross annual income is \$100,000 or more. If the email is not acknowledged within one business day, it is the Bidder's responsibility to contact the Comm-PASS Helpline (1-888-627-8283). The Procurement Management Team may request additional information to make a determination regarding financial hardship. Bidders who have not claimed financial hardship at least four business days prior to the Solicitation Close Date, or whose claim has been denied, must pay to subscribe in order to submit a Response. It is the Bidder's responsibility to manage and maintain their subscription account. All Bidders who are awarded a contract resulting from this RFR, if any, will be required to maintain a paid, active subscription account during the duration of the Contract.

5.2 SmartBid Training

Training sessions targeting the online submission tool, if offered, are noted in the [Procurement Calendar](#). Bidders must also check the Bidders' Forum, where any updates to the training schedule will be posted.

5.3 SmartBid Support

Technical assistance is available during the procurement process. Every effort is made to respond to inquiries within one business day.

Website: Go to www.mass.gov/osd and select the Comm-PASS Resource Center link offered within the Conduct a Procurement menu.

Email: Send inquiries to the Comm-PASS Helpdesk at comm-pass@state.ma.us

Telephone: Call the Comm-PASS Helpline at 1-888-MA-STATE (1-888-627-8283). The Helpline is staffed from 7:30 AM to 5:00 PM Monday through Friday Eastern Standard or Daylight time, as applicable, except on federal, state and Suffolk county holidays.

Bidders are advised that Comm-PASS will be unavailable during regularly scheduled maintenance hours as displayed under the “Comm-PASS System Availability” link offered at the bottom of any Comm-PASS page.

5.4 Bid Response Deadline

All Bids must be received by the Operational Services Division before the specified date, month, year and time displayed on the Solicitation’s Summary page within the Close Date field. Times are Eastern Standard/Daylight Savings (US), as applicable. All Bidders are advised to allow adequate time for submission by considering potential online submission impediments like Internet traffic, Internet connection speed, file size, and file volume. OSD is not responsible for delays encountered by Bidders or their agents, or for a Bidder’s local hardware failures, such as computers or related networks, associated with bid compilation or submission. Bids submitted via SmartBid are time stamped by the Comm-PASS system clock which is considered the official time of record.

5.5 Bid Package

Bidders submitting via SmartBid must name their Response by entering <BidderName_FAC66> in the Response Nick Name field in Step 3 of the submission wizard.

5.6 Bid Response Contents

Bidders must comply with the requirements below.

5.6.1 List of Required Documentation

The list of required documents for this contract is included RFR Section 5.8.1, File Naming Conventions.

Bidders are allowed to submit other documents for PMT’s review, but the inclusion of such materials into the evaluation process will be at PMT’s discretion. By submitting a response, Bidders agree to all specifications on Comm-PASS for this Solicitation, including the RFR and all the documents within all the tabs, including the Forms & Terms tab and the Specifications tab, and the Solicitation’s related Forum, if any.

5.7 Bid Response Materials

5.7.1 Electronic Signatures

Bids submitted via SmartBid must be signed electronically by the Bidder or the Bidder’s Agent by selecting the Agree to All link in Step 2 of the Online Submission wizard. By selecting “Next Step” on the “Forms & Terms” tab after acknowledging all of the forms on that tab, the submitter attests that s/he is an agent of the Bidder with authority to sign on the Bidder’s behalf, and that s/he has read and assented to each document’s terms.

5.7.2 Ink Signatures

Original ink signatures are required only after contracts have been awarded. The Commonwealth of Massachusetts requires Contractors to submit original ink-signature versions of the following forms:

- Standard Contract Form
- Commonwealth Terms and Conditions
- Contractor Authorized Signatory Listing
- Request for Taxpayer Identification and Verification (Mass. Substitute W9 Form).

Successful Bidders who signed these forms electronically via SmartBid online submission tools must still submit the above forms with ink signatures within seven (7) calendar days of award notification or their contract may not be executed by the Commonwealth. Bidders who have

previous contract(s) with the Commonwealth and have up-to-date, ink-signature versions of the Commonwealth Terms and Conditions and Request for Taxpayer Identification and Verification (Mass. Substitute W9 Form) on file with the Office of the State Comptroller may submit copies of the signed forms. However, a new Standard Contract Form and Contractor Authorized Signatory Listing with original ink signatures must be submitted for each new contract with the Commonwealth.

5.8 Limits and Restrictions

5.8.1 File Naming Conventions

Files submitted via SmartBid must follow the file naming convention specified below. The Description entered during the file upload process ensures each file is readily identified by Company Name and content. The File Name assigned by the Bidder as stored on their computer or network must be structured such that each file can be processed by the upload tool. The upload tool will reject any file name that includes spaces or symbols, like the brackets [] some systems apply when files are downloaded from the Internet.

| Response Component | File Name Assign when creating files | Response Description Enter in SmartBid during upload |
|---|--|---|
| All Bidders: Attachment A | FAC66_Attachment_A_[your company name] | Attachment_A |
| All Bidders: Copy of the AMP Partner(s) SOMWBA certification(s) | AMP_Letter_[your company name]_[AMP partner company name] | AMP Letter – [AMP partner company name] |
| All Bidders: [Only if the AMP partnership is subcontracting] Copy of the agreement with AMP Partner(s) | AMP_Agreement_[your company name]_[AMP partner company name] | AMP Agreement – [AMP partner company name] |
| All Bidders: Price Sheets | FAC66_Price_Sheets_[your company name] | Price Sheets |
| Additional documents for PMT Review | For_Review_[document title]_[your company name] | For Review - [document title] |

5.8.2 No Spaces in File Names

File names may not contain spaces. Please use underscores (“_”) instead of spaces.

5.8.3 File Size Limits

The SmartBid file upload system is set to limit the size of any single file to 10MB or less. If a single file attachment approaches or exceeds 10MB, the Bidder must save the contents as multiple files and label each accordingly. Bidders should note that transmission over the Internet can change the apparent file size of the document. If a large file smaller than 10MB is rejected, Bidders must break up the file as described above. Note the naming convention used above which illustrates distinguishing multi-part files through use of Part 1, Part 2, etc.

5.8.4 Duplicate File Names Not Accepted

Once a file has been submitted, Comm-PASS will not accept another file with the same name. This is the case even with files that are modified or have been withdrawn. If it is necessary to resubmit a file, add an underscore and numeric suffix to the company name, for example, CompanyName_2_FootCat.

5.8.5 File Format Restrictions

All scanned documents must be in .pdf or .gif format, and must be scanned in such a way that

they can be read on a computer monitor and printed on 8 1/2" x 11" paper, unless otherwise specified. Forms provided for the Bidder to complete, with the exception of the standard [Forms located on the Solicitation's Forms & Terms tab](#), must be completed and submitted in their original formats, NOT scanned and submitted as PDF or other file types.

5.9 Withdrawing a Response

5.9.1 Prior to Close Date

Bids may be withdrawn using the Withdraw icon offered on the subscriber's Response Desktop.

5.9.2 After Close Date

No Bid can be withdrawn after the Close Date. If the Bidder wants to remove a Response from consideration, contact the Procurement Team Leader for guidance.

6 APPENDIX 1 – REQUIRED TERMS FOR ALL STATEWIDE RFRS

The terms of 801 CMR 21.00: Procurement of Commodities and Services are incorporated by reference into this RFR. Words used in this RFR shall have the meanings defined in 801 CMR 21.00. Additional definitions may also be identified in this RFR. Unless otherwise specified in this RFR, all communications, Responses, and documentation must be in English and all cost proposals or figures in U.S. currency. All Responses must be submitted in accordance with the specific terms of this RFR.

6.1 General Procurement Information

6.1.1 Alterations

Bidders may not alter (manually or electronically) the Solicitation language or any Solicitation component files, except as directed in the RFR. Modifications to the body of the Solicitation, specifications, terms and conditions, or which change the intent of this Solicitation are prohibited and may disqualify a Response.

6.1.2 Bidder's Contact Information

It is the Bidder's responsibility to monitor the email address provided in the Solicitation for the Bidder's contact person. The PMT may need to contact the Bidder's contact person with clarification requests or for other reasons. The PMT and the Commonwealth assume no responsibility if a Bidder's designated email address is not current, or if technical problems, including those with the Bidder's computer, network or internet service provider (ISP), cause e-mail communications between the Bidder and the PMT to be lost or rejected by any means including email or spam filtering.

6.1.3 Comm-PASS SmartBid Subscription

As specified in the RFR Section entitled [Bid Response Method](#), Bidders must have or activate a SmartBid account in order to submit a Response. A SmartBid subscription also provides value-added features, including automated email notification associated with postings and modifications to Comm-PASS records. When properly configured and managed, subscribers who login to SmartBid access:

- A secure desktop with Items I'm Tracking tools for efficient record management
- A customizable profile reflecting the subscriber's product/service areas of interest
- Full-cycle, automated email alert whenever any record of interest is posted or updated
- A custom listing in the public Business Directory, an online "yellow-pages" advertisement

Every public purchasing entity within the borders of Massachusetts may post records on Comm-PASS at no charge. Comm-PASS has the potential to become the sole site for all public entities in Massachusetts. SmartBid fees are only based on and expended for costs to operate, maintain and develop the Comm-PASS system.

6.1.4 Costs

Costs which are not specifically identified in the Bidder's Response, and accepted by the PMT as part of a Statewide Contract, will not be compensated under any Statewide Contract or engagement awarded pursuant to this RFR. The Commonwealth will not be responsible for any costs or expenses incurred by Bidders responding to this RFR.

6.1.5 Electronic Funds Transfer (EFT)

All Bidders must agree to participate in the Commonwealth Electronic Funds Transfer (EFT) program for receiving payments, unless the Bidder can provide compelling proof that it would be unduly burdensome. A link to the EFT application can be found on the OSD Forms page (www.mass.gov/osd). Additional information about EFT is available on the Comptroller's

VendorWeb site located at: <https://massfinance.state.ma.us/VendorWeb/vendor.asp>. The requirement to use EFT may be waived by the PMT on a case-by-case basis if participation in the program would be unduly burdensome on the Bidder. If a Bidder is claiming that this requirement is a hardship or unduly burdensome, the specific reason must be documented in its Response. The PMT will consider such requests on a case-by-case basis and communicate the findings with the Bidder.

Upon notification of award, Contractors are required to enroll in EFT by completing and submitting the "Authorization for Electronic Funds Payment Form" to the PMT for review, approval and forwarding to the Office of the Comptroller, unless already enrolled in EFT. A link to the EFT application can be found on the Comptroller's VendorWeb site (see above link). This form, and all information contained on this form, shall not be considered a public record and shall not be subject to public disclosure through a public records request.

6.1.6 Minimum Bid Duration

Bidders Responses to this RFR must remain in effect for at least 90 days from the date of Response submission.

6.1.7 Ownership of Submitted Responses

OSD and the PMT shall be under no obligation to return any Responses or materials submitted by a Bidder in response to this RFR. All materials submitted by Bidders become the property of the Commonwealth of Massachusetts and will not be returned to the Bidder. The Commonwealth reserves the right to use any ideas, concepts, or configurations that are presented in a Bidder's Response, whether or not the Response is selected for Contract award.

Responses stored on Comm-PASS in the encrypted lock-box are the file of record. Bidders retain access to a read-only copy of this submission via their Comm-PASS SmartBid Online Response Desktop, as long as their account is active. Bidders may also retain a traditional paper copy or electronic copy on a separate computer or network drive or separate media, such as CD or DVD, as a back up.

6.1.8 Prohibitions

Bidders are prohibited from communicating directly with any employee of the procuring Department or any member of the PMT regarding this RFR except as specified in this RFR, and no other individual Commonwealth employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFR. Bidders may contact the contact person using the contact information provided in the "Issuers" tab for this Solicitation in the event that this RFR is incomplete or information is missing. Bidders experiencing technical problems accessing information or attachments stored on Comm-PASS should contact the [Comm-PASS Helpdesk](#).

In addition to the certifications found in the Commonwealth's Standard Contract Form, by submitting a Bid Response, the Bidder certifies that the Response has been arrived at independently and has been submitted without any communication, collaboration, or without any agreement, understanding or planned common course or action with, any other Bidder of the commodities and/or services described in the RFR.

6.1.9 Public Records Law

All Responses and information submitted in response to this RFR are subject to the Massachusetts Public Records Law, M.G.L., Chapter 66, Section 10, and to Chapter 4, Section 7, Subsection 26. Any statements in submitted Responses that are inconsistent with these statutes shall be disregarded.

6.1.10 Reasonable Accommodation

Bidders with disabilities or hardships that seek reasonable accommodation, which may include the receipt of RFR information in an alternative format, must communicate such requests in writing to the contact person. Requests for accommodation will be addressed on a case by

case basis. A Bidder requesting accommodation must submit a written statement which describes the Bidder's disability and the requested accommodation to the contact person for the RFR. The PMT reserves the right to reject unreasonable requests.

6.1.11 System of Record

Comm-PASS is the official system of record for all procurement information which is publicly accessible at no charge at www.comm-pass.com. Information contained in this document and in each tab of the Solicitation, including file attachments, and information contained in the related Bidders' Forum(s), are all components of the Solicitation.

Bidders are solely responsible for obtaining all information distributed for this Solicitation via Comm-PASS, by using the free Browse and Search tools offered on each record-related tab on the main navigation bar (Solicitations and Forums). Forums support Bidder submission of written questions associated with a Solicitation and publication of official answers. All records on Comm-PASS are comprised of multiple tabs, or pages. For example, Solicitation records contain Summary, Rules, Issuer(s), Intent or Forms & Terms and Specifications, and Other Information tabs. Each tab contains data and/or file attachments provided by the Procurement Management Team. All are incorporated into the Solicitation.

It is each Bidder's responsibility to check Comm-PASS for:

- Any addenda or modifications to this Solicitation, by monitoring the "Last Change" field on the Solicitation's Summary tab, and
- Any Bidders' Forum records related to this Solicitation (see [Locating an Online Bidders' Forum](#) for information on locating these records).

The Commonwealth accepts no responsibility and will provide no accommodation to Bidders who submit a Response based on an out-of-date Solicitation or on information received from a source other than Comm-PASS.

6.2 Evaluation – Best Value Selection and Negotiation

The PMT may select the Response(s) which demonstrates the best value overall, including proposed alternatives, that will achieve the goals of the procurement. The PMT and a selected Bidder may negotiate a change in any element of Contract performance or cost identified in the original RFR or the selected Bidder's Response which results in lower costs or a more cost effective or better value than was presented in the selected Bidder's original Response.

6.3 Terms and Requirements Pertaining to Awarded Statewide Contracts

6.3.1 Comm-PASS SmartBid subscription

Contractors must maintain a Comm-PASS SmartBid subscriber account, which is payable by credit card and managed by the Subscriber online at www.Comm-PASS.com. The annual Comm-PASS SmartBid subscription fee is currently \$275 per email address. The fee was established with the approval of the Executive Office for Administration and Finance and is subject to change, if necessary. The Comm-PASS Subscription fee is utilized solely for the operation, maintenance and development of Comm-PASS.

6.3.2 Commonwealth Tax Exemption

Payment vouchers or invoices submitted to Massachusetts government entities must not include sales tax.

6.3.3 Contractor's Contact Information

It is the Contractor's responsibility to keep the Contractor's Contract Manager information current. If this information changes, the Contractor must notify the PTL by email immediately, using the address located on the Contract's "Issuer(s)" tab in the "Contact Information" section.

The PMT and the Commonwealth assume no responsibility if a Contractor's designated email

address is not current, or if technical problems, including those with the Contractor's computer, network or internet service provider (ISP), cause e-mail communications between the Bidder and the PMT to be lost or rejected by any means including email or spam filtering.

6.3.4 Contractual Status of Orders and Service Contracts

Each order or service contract placed under the Statewide Contract established as a result of this RFR shall be considered a separate Contract between the Contracting Department and the Contractor, and shall be deemed to incorporate all of the terms and conditions of the Statewide Contract. Nothing contained in any order or service contract shall amend or vary the terms of the Statewide Contract. Additional terms which do not conflict with the Commonwealth's Terms and Conditions, the Massachusetts Standard Contract Form, this RFR and any amendments, or the Bidder Response, may be included in an order or service contract.

6.3.5 Electronic Procurement Systems (eProcurement)

All Bidders responding to this RFR agree that, in the event the Commonwealth implements a Web-based system to support catalog purchasing and upon at least 120 days notice, they will participate as directed by the PMT to successfully activate and maintain a contract- and technically-compliant catalog in the Commonwealth of Massachusetts open-architecture eMarketplace.

By establishing an eMarketplace, Commonwealth executive departments and all eligible public entities will access one system to shop directly with Statewide Contract Vendors.

The eMarketplace will support an open model which means a supplier's single Web-catalog can be re-used for many customers. Bidders who already maintain or are developing a Website for product ordering are advised that links to their sites will only be enabled within Comm-PASS or the eMarketplace if the system is limited to or can distinguish between Statewide Contract customers and retail or commercial customers. Bidders who already maintain or are developing a Website for product information are advised that links to their site will only be enabled within Comm-PASS if content is restricted to terms authorized under Statewide Contract.

6.3.6 Emergency Standby Commodities and/or Services

Contractors may be called upon during a declared state of emergency to supply and/or deliver to the Commonwealth on a priority basis commodities and/or services which are currently under Statewide Contract.

To accommodate such requests, Contractors may be asked, and must make every effort to service, these requests from regular sources of supply at the rates set forth in any Statewide Contract resulting from this RFR.

6.3.7 HIPAA: Business Associate Contractual Obligations

Bidders are notified that any Department meeting the definition of a Covered Entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) will include in the RFR or RFQ and resulting contract sufficient language establishing the successful Bidder's contractual obligations, if any, that the Department will require in order for the Department to comply with HIPAA and the privacy and security regulations promulgated thereunder (45 CFR Parts 160, 162, and 164) (the Privacy and Security Rules). For example, if the Department determines that the successful Bidder is a business associate performing functions or activities involving protected health information, as such terms are used in the Privacy and Security Rules, then the Department will include in the RFR and resulting contract a sufficient description of business associate's contractual obligations regarding the privacy and security of the protected health information, as listed in 45 CFR 164.314 and 164.504 (e), including, but not limited to, the Bidder's obligation to: implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information (in whatever form it is maintained or used, including verbal

communications); provide individuals access to their records; and strictly limit use and disclosure of the protected health information for only those purposes approved by the department. Further, the Department reserves the right to add any requirement during the course of the contract that it determines it must include in the contract in order for the department to comply with the Privacy and Security Rules.

The above information pertains to contracts with Departments which are entered into under the Statewide Contract. This Solicitation itself does not fall under HIPAA.

6.3.8 Pricing: Federal Government Services Administration (GSA) or Veteran's Administration Supply

The Commonwealth reserves the right to request that the Contractor provide initial pricing schedules and periodic updates available under their GSA or other federal pricing contracts. In the absence of proprietary information being part of such contracts, compliance for submission of requested pricing information is expected within 30 days of any request. If the Contractor receives a GSA or Veteran's Administration Supply contract at any time during the term of the Statewide Contract, the Contractor must notify the Commonwealth Contract Manager.

6.3.9 Pricing

The Bidder must agree that no other state or public entity customer within the United States of similar size and with similar terms and conditions shall receive a lower price for the same commodity and service during the Statewide Contract period, unless this same lower price is immediately effective for the Commonwealth. If the Commonwealth believes that it is not receiving this lower price as required by this language, the Bidder must agree to provide current or historical pricing offered or negotiated with other state or public entities at any time during the Statewide Contract period in the absence of proprietary information being part of such contracts.

Compliance with this clause shall not be interpreted to require that a Contractor, prior to or over the course of providing goods or services, must conduct company-wide inquiry to ensure that no other customer of similar size and similar terms and conditions is receiving a lower price for the same commodity and service.

Compliance can be achieved in one of two ways:

1. If a single Contractor Contract Manager is aware based on his/her own knowledge (without conducting any surveys) of an instance in which another customer within the United States of similar size and terms is receiving the same commodity and/or service, it is the Contractor Contract Manager's responsibility to ensure that the other customer is not receiving a lower price, and to offer the same price to the Commonwealth if this is the case. If the Contractor Contract Manager is not certain as to whether the other customer is sufficiently "similar" or the commodity/service is sufficiently "the same" so as to trigger the Pricing clause, the Contractor Contract Manager must contact the Commonwealth Contract Manager for guidance.
2. If OSD learns of an instance in which another customer of apparently similar size and terms is receiving apparently the same commodity/service at a lower price, the Commonwealth Contract Manager will so advise the Contractor Contract Manager. The Contractor Contract Manager must then either demonstrate to the satisfaction of the Commonwealth Contract Manager that the other customer is NOT similar, and/or that the commodity/service is NOT the same, or the Contractor Contract Manager must lower the price to the Commonwealth.

In addition, Statewide Contractors may be asked to offer (and are encouraged to make available) special discounted pricing opportunities to Eligible Entities within the terms of their Statewide Contract. Such price discounts may come in the form of periodic aggregate purchases by Eligible Entities, whereby such entities will request further discounted prices from the Contractor(s) for guaranteed quantities to be purchased. The Statewide Contractor must report to the Procurement Team Leader (PTL) prior to any such price reductions or discounts,

or other more favorable terms, being offered to any Eligible Entity beyond those in their Statewide Contract. The PTL reserves the right to approve all price adjustments.

6.3.10 Publicity

Any Statewide Contractor awarded under this RFR is prohibited from selling or distributing any information collected or derived from the Statewide Contract, including lists of participating Entities, Commonwealth employee names, telephone numbers or addresses, or any other information except as specifically authorized by the PMT.

6.3.11 Save Smart Program (\$ave \$mart)

The OSD \$ave\$mart Program is a partnership between OSD and Statewide Contract Vendors. The purpose of the program is to create additional cost savings and opportunities for all Eligible Entities utilizing Statewide Contracts. These opportunities could be in the form of reduction in cost for a limited time, free training opportunities, and other offerings.

Contractors should notify the Commonwealth Contract Manager of any price reductions they are willing to provide, including those which are time- or quantity-limited, as a promotional or competitive strategy, an inventory reduction initiative, or for any other reason. If suitable, the cost savings will be showcased in the \$ave \$mart section of OSD's website.

6.3.12 Statewide Contractor Marketing Requirements

Statewide Contractors awarded under this RFR must adhere to the following sales/marketing requirements and limitations regarding their Contract: Contractors may only sell those goods and/or services for which they are awarded a Statewide Contract pursuant to this RFR; marketing information must be factual in nature in order to promote those goods and/or services for which the Contractor has a Statewide Contract and must not be critical of other Statewide Contractors; and Contractors must not display the Commonwealth of Massachusetts Seal for commercial purposes because use of the coat of arms and the Great Seal of the Commonwealth for advertising or commercial purposes is prohibited by law. During the life of the Contract, the PMT reserves the right to require Contractors to seek and receive prior written approval before distributing marketing information to eligible entities.

6.3.13 Subcontracting Policies

Contractors are allowed to subcontract portions of the contract. All such subcontracting relationships are subject to PMT approval prior to being made available to any Eligible Entity under this contract. Bidders must submit a separate document with subcontractor contact information, qualifications and a description of the Bidder's experience with any such subcontractor for any planned subcontracting relationships. The PMT reserves the right to request additional documentation, references and conduct any other verification deemed necessary in the best interest of the Commonwealth.

All subcontractor work shall be covered under the specifications of this contract and the prime Contractors shall be responsible for the satisfactory performance and adequate oversight of their subcontractors.

6.3.14 Transaction Fee

In the event the Operational Services Division determines that it is necessary to adopt an alternative funding mechanism for its procurements in the future, including, but not limited to, a transaction fee, the Operational Services Division hereby reserves the right to renegotiate the inclusion and implementation of such a fee and/or other alternative funding mechanisms with the awarded contractors.

7 APPENDIX 2 – INSTRUCTIONS FOR EXECUTION AND SUBMISSION OF COMMONWEALTH STANDARD FORMS

The purpose of this appendix is to provide guidance to Bidders on the Commonwealth Standard forms to be submitted (in addition to the other forms and documents required) and how they must be executed and submitted. Please note that these instructions are meant to supplement the Instructions found on each of these forms. It is advisable to print this document first so that it may be referenced when filling out these forms.

Some of the forms listed below can be electronically signed by the Bidder, see [Electronic Signatures](#). However, online Bidders must, if notified of Contract award, submit the following four (4) forms on paper with original ink signatures unless otherwise specified below, within the timeframe referenced in the RFR section entitled [Ink Signatures](#): the Commonwealth Standard Contract Form, the Commonwealth Terms and Conditions, the Request for Taxpayer Identification Number and Certification (Mass. Substitute W9 Form) and the Contractor Authorized Signatory Listing.

7.1 Forms located on the Solicitation's Forms & Terms tab

7.1.1 Commonwealth Standard Contract Form

Sign electronically as described above; **if notified of Contract award**, complete as directed below and submit on paper with original ink signature and date.

By executing this document or signing it electronically, the Bidder certifies, under the pains and penalties of perjury, that it has submitted a Response to this RFR that is the Bidder's Offer as evidenced by the execution of its authorized signatory, and that the Bidder's Response may be subject to negotiation by the PMT. Also, the terms of the RFR, the Bidder's Response and any negotiated terms shall be deemed accepted by the Operational Services Division and included as part of the Statewide Contract upon execution of this document by the State Purchasing Agent or her designee.

Only those sections of the Contract form preceded by "→" should be completed by the Bidder. If the Bidder does not have a Vendor Code beginning with "VC," or does not know what their Vendor Code is, the Bidder should leave the Vendor Code field blank. The Bidder should NOT enter a Vendor Code assigned prior to May 2004, as new Vendor Codes have been assigned to all companies since that time.

Signature and date MUST be handwritten in ink, and the signature must be that of one of the people authorized to execute contracts on behalf of the Contractor on the Contractor Authorized Signatory Listing (See below).

7.1.2 Commonwealth Terms and Conditions

Sign electronically as described above; **if notified of Contract award**, complete as directed below and submit on paper with original ink signature and date., or submit a copy of a previously executed, up-to-date copy of the form as directed below.

If the Bidder has already executed and filed the Commonwealth Terms and Conditions form pursuant to another RFR or Contract, a copy of this form may be included in place of an original. If the Bidder's name, address or Tax ID Number have changed since the Commonwealth Terms and Conditions form was executed, a new Commonwealth Terms and Conditions form is required. The Commonwealth Terms and Conditions are hereby incorporated into any Contract executed pursuant to this RFR.

This form must be unconditionally signed by one of the authorized signatories (see Contractor Authorized Signatory Listing, below), and submitted without alteration. If the provisions in this document are not accepted in their entirety without modification, the entire Proposal offered in response to this Solicitation may be deemed non-responsive.

The company's correct legal name and legal address must appear on this form, and must be

identical to the legal name and legal address on the Verification of Taxation Reporting Information (W9).

7.1.3 Request for Taxpayer Identification Number and Certification (Mass. Substitute W9 Form)

Sign electronically as described above; **if notified of Contract award**, complete as directed below and submit on paper with original ink signature and date, or submit a copy of a previously executed, up-to-date copy of the form as directed below.

If a Bidder has already submitted a Request for Taxpayer Identification and Certification (Mass. Substitute W9 Form) and has received a valid Massachusetts Vendor Code, an original W-9 form is not required. A copy of the form as filed may be included in place of an original. If the Bidder's name, address or Tax ID Number have changed since the Mass. Substitute W9 Form was executed, a new Mass. Substitute W9 Form is required. The information on this form will be used to record the Bidder's legal address and where payments under a State Contract will be sent. The company's correct legal name and legal address must appear on this form, and must be identical to the legal name and legal address on the Commonwealth Terms and Conditions. Please do not use the U.S Treasury's version of the W9 Form.

7.1.4 Contractor Authorized Signatory Listing

Sign electronically as described above; **if notified of Contract award**, complete as directed below and submit on paper with original ink signature and date.

In the table entitled "Authorized Signatory Name" and "Title," type the names and titles of those individuals authorized to execute contracts and other legally binding documents on behalf of the Bidder. Bidders are advised to keep this list as small as possible, as Contractors will be required to notify the Procurement Manager of any changes. If the person signing in the signature block on the bottom of the first page of this form will also serve as an "Authorized Signatory," that person's name must be included in the typed table.

With regard to the next paragraph, which begins "I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor..." if your organization does not have these titles, cross them out and handwrite the appropriate title above the paragraph.

The signature and date should be handwritten in ink. Title, telephone, fax and eMail should be typed or handwritten legibly.

The second page of the form (entitled "Proof of Authentication of Signature") states that the page is optional. However, the "optional" aspect of the form is that Commonwealth Departments are not required to use it. In the case of Statewide Contracts, this page is REQUIRED, not optional. The person signing this page must be the same person signing the Standard Contract Form, the Commonwealth Terms and Conditions, and the RFR Checklist.

Please note that in two places where the form says "in the presence of a notary," this should be interpreted to mean "in the presence of a notary or corporate clerk/secretary." Either a notary or corporate clerk/secretary can authenticate the form; only one is required.

Organizations whose corporate clerks/secretaries authenticate this form are not required to obtain a Corporate Seal to complete this document.

7.2 Forms located on the Solicitation's Specifications tab

7.2.1 Attachments Document

Download this form and follow completion instructions on the form itself. Below are instructions for specific forms that are incorporated into the Attachments Document.

7.2.1.1 Affirmative Market Program Plan Form

Ink signature is not required. SOMWBA certifications or evidence of application must also be included in online submission.

The specific Affirmative Market Program (AMP) requirements for this procurement can be found earlier in this document. Bidder's Affirmative Market Program Plan must include a copy of the SOMWBA certification of each Minority and Women Business Enterprise (M/WBE) company listed or proof of their application submitted for consideration. A certified Bidder may not list itself as being an Affirmative Market Program Partner to its own company. This form is **NOT** the same as the SOMWBA certification of the Bidder's company.

7.2.1.2 ***Additional Environmentally Preferable Products / Practices***

In line with the Commonwealth's efforts to promote products and practices which reduce our impact on the environment and human health, Bidders are encouraged to provide information regarding their environmentally preferable/sustainable business practices as they relate to this Contract wherever possible.

7.2.1.3 ***Business Reference Form***

Bidders must provide all requested information on this form for four (4) business references for which they have supplied services **within the scope of this contract** within the past twenty four months. No more than one reference may be from a Commonwealth of MA department.

Ink signature is not required. In completing this form, please note that: "Reference Name" is the name of the organization (if not applicable, then name of the individual) that is providing the reference; "Contact" is the name of the individual inside the organization that will provide the reference; and the "Address," "Phone #" and "Fax/Internet Address" are those of the "Contact" so that the PMT may be able to reach them.

8 GLOSSARY

In addition to the definitions found in 801 CMR 21.00, which apply to all procurements for goods and services, the definitions found below apply to this Solicitation. Those definitions below designated with an asterisk (*) are quoted directly from 801 CMR 21.00 and are included below for quick reference purposes.

8.1 Definitions Specifically Related to This Solicitation

[Deleted]

8.2 General Definitions

Agency - For the purposes of this Solicitation, the terms "Agency," "Eligible Entity," "Department," "Commonwealth Agency," and "Contracting Department" include all Eligible Entities listed in the Issuer tab on Comm-PASS for this Solicitation.

Bid or Response - generally refers to the offer submitted in response to a Solicitation or Request for Response (RFR).

Bidder * - An individual or organization proposing to enter into a Contract to provide a Commodity or Service, or both, to or for a Department or the State.

Commonwealth Contract Manager – See Procurement Team Leader.

Contract * - A legally enforceable agreement between a Contractor and a Department. ANF, OSD and CTR shall jointly issue Commonwealth Terms and Conditions, a Standard Contract Form and other forms or documentation that Departments shall use to document the Procurement of Commodities or Services, or both.

Contractor * - An individual or organization which enters into a Contract with a Department or the State to provide Commodities or Services, or both.

Contractor Contract Manager – The individual designated by the Contractor to interface with the Commonwealth.

Department - For the purposes of this Solicitation, the terms "Department," "Eligible Entity," "Agency," "Commonwealth Agency," and "Contracting Department" include all Eligible Entities listed in the Issuer tab on Comm-PASS for this Solicitation.

Eligible Entity - For the purposes of this Solicitation, the terms "Eligible Entity," "Agency," "Department," "Commonwealth Agency," and "Contracting Department" include all Eligible Entities listed in the Issuer tab on Comm-PASS for this Solicitation.

Environmentally Preferable Product (EPP) - A product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those which contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxic materials either disposed of or consumed.

Evaluation – The process, conducted by the Procurement Management Team, of reviewing, scoring and ranking the submitted bids/Responses related to this Solicitation.

FY – See Fiscal Year

Fiscal Year - The year beginning with July first and ending with the following June thirtieth as defined in M.G.L. Chapter 4, Section 7. This may also be referred to as the "State Fiscal Year."

PMT – See Procurement Management Team

Procurement Management Team (PMT) - Representatives from various eligible entities and interested stakeholders that design procurements, develop specifications, conduct Solicitations evaluate Bids and award Statewide Contracts. The PMT also monitors Contractor performance through performance measures and the level of customer satisfaction throughout the life of the Statewide Contract.

Procurement Team Leader (PTL) - Procurement Team Leader or Procurement Manager is the OSD's Commonwealth Contract Manager responsible for the Solicitation and resulting Statewide Contract.

PTL – See Procurement Team Leader

Purchasing Entity – Same as “Eligible Entity.”

Request for Response (RFR) * – The mechanism used to communicate Procurement specifications and to request Responses from potential Bidders. An RFR may also be referred to as a "Solicitation."

Response – The Bidder's complete submission in response to a Solicitation, in other words, a “Bid” or “Proposal.”